

Hudson

Teamsters #238 (Police)

7/1/2006 6/30/2009

**COPY**

## AGREEMENT

This Agreement made and entered into this first day of July, 2006 by and between the City of Hudson Police Department, hereinafter referred to as the "Employer", and Chauffeurs, Teamsters and Helpers Local 238, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", mutually agree as follows:

ARTICLE 1  
RECOGNITION

## Section 1.1

The City of Hudson hereby recognizes the Union as the exclusive collective bargaining agent for the following unit, consisting of all full and regular part-time employees of the City of Hudson Police department, including officers, and sergeant; excluding the Chief of Police, all reserve officers, and part-time officers not regularly scheduled and all others excluded by the Act.

## Section 1.2

The Union recognizes the employees' responsibility to cooperate with the City of Hudson to assure maximum service to the public.

ARTICLE 2  
DEFINITIONS

## Section 2.1

Definitions of terms used in this Agreement:

1. Wherever the term "Employee" and Employees" appears, it shall refer only to the regular full-time employees within the bargaining unit, unless otherwise specified.
2. The term part-time employee shall refer to a person regularly employed by the City who is working less than thirty (30) hours per week.
3. The words "his/her" as used in this Agreement, shall be interpreted to include both masculine and feminine gender.
4. The term "Employer" as used in this Agreement, shall mean the City of Hudson, Iowa, or its duly authorized representatives.
5. The term "Union" as used in this Agreement, shall mean Chauffeurs, Teamsters and Helpers Local 238, or its designed representatives.

6. Length of continuous service as that term is used in this Agreement shall mean employment with the City, as member of police department, which is uninterrupted except by reason of approved leave of absence or by layoff if less than twelve (12) consecutive months.

### ARTICLE 3 MANAGEMENT RIGHTS

#### Section 3.1

This agreement shall not interfere with, modify or limit the city in the service of its function of control and management of the city. The union agrees the city's ability to manage the city business and direct the working force includes, among other things, to select and hire new employees; determine the number of employees needed at any time, to suspend and discharge for proper cause, to determine and assign duties, to transfer or remove employees from duty because of lack of work or other reasons consistent with efficiency, to maintain discipline and institute and enforce rules and regulations not inconsistent with provisions of this agreement and recognizing the employee's right to grieve with respect to any penalty invoked hereunder; to determine a fair day's work and to be the judge of qualifications of employees as determined by normal and accepted standards including practical test.

### ARTICLE 4 UNION DUES AND CHECK OFF

#### Section 4.1

The Employer agrees to deduct from the pay of all employees covered by this Agreement, the dues, initiation fees and all uniform assessments of the Local Union having jurisdiction over such employees provided the Employer has first been presented with an individual written order therefore signed by the employee, all in the manner as set forth in Section 20.9 Code of Iowa, 1995, which written order shall be renewed from year to year, and for succeeding collective bargaining agreements unless the employee shall give thirty (30) days written notice to the Employer and Local Union of cancellation.

#### Section 4.2

Union dues shall be deducted in equal amounts the first two pay periods of each month and shall be remitted after the second day of each following month.

#### Section 4.3

The Union agrees to indemnify, defend and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for the Union from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Secretary-Treasurer of Teamsters Local Union No. 238.

## ARTICLE 5 BULLETIN BOARDS

### Section 5.1

The Employer shall furnish a bulletin board or a definite portion of an established bulletin board to be set aside and used exclusively by the Union for the purpose of displaying material pertinent to its members and other information having to do with Union business.

## ARTICLE 6 DEPARTMENTAL RULES

### Section 6.1

Each employee including any part-time employee is expected to follow all written and verbal directives. It is agreed that conformance with written and verbal directives does not jeopardize the employee's right to file grievances.

### Section 6.2

Each employee including any part-time employee will be provided with a copy of all departmental rules and regulations.

## ARTICLE 7 UNION REPRESENTATIVES-VISITATION

### Section 7.1

Authorized representatives of the Union shall be permitted to visit the Police Station to ascertain that the Agreement is being complied with. Said representative is not to interfere with the Employers operation of business.

### Section 7.2

Upon reasonable request, during regular business hours, the Employer shall produce for examination by an employee including any part-time employee, or his representative, time sheets and other records pertaining to the computation of compensation of an employee whose pay is in dispute or other records of the employee pertaining to a specific grievance. However, no such information shall be produced without the consent of the employee involved. The request must be made to the Chief and the appointment will be made by the City Clerk.

## ARTICLE 8 STEWARDS

### Section 8.1

Employer recognizes the right of the Union to designate a steward.

### Section 8.2

A steward is expected to contact other employees including part-time employees regarding grievances at the shift change unless they secure prior permission from the Chief. He may not leave his job assignment or cause another employee including any part-time employee to leave his job assignment unless he has approval from the Chief.

### Section 8.3

The authority of job stewards so designated by the Union shall be limited to and shall not exceed the following duties and activities:

A. The investigation and presentation of grievances with the designated Employer representative in accordance with the provisions of the collective bargaining agreement.

B. The transmission of such messages and information which shall originate with, and are authorized by the Local Union and its officers, provided such messages and information:

- 1) have been reduced to writing, and
- 2) if not reduced to writing, are of a routine nature and does not involve work stoppages or slow downs.

The Union recognizes that job stewards have no authority to take any strike action or any other action interrupting the Employer's operations.

### Section 8.4

The Union, where an unauthorized strike action, slow down, group absenteeism, or work stoppage in violation of the Iowa Statute has occurred, shall promptly order its members to return to work.

## ARTICLE 9 PROBATIONARY EMPLOYEE

Section 9.1 A. Every applicant who is certified on date when employed shall be deemed on a probationary basis for a period of nine (9) months during which time they may be discharged at the sole discretion of the Employer. If not discharged by the end of the nine (9) month period, they shall become a regular employee or part-time employee of the department, whichever applies.

B. Every applicant who is not certified on date when employed shall be deemed on a probationary basis for a period of nine (9) months from date of hire or for a period of three (3) months from date of certification, whichever date shall last occur, during which time they may be discharged at the sole discretion of the Employer. If not discharged by the end of the nine (9) month period or the three (3) month period as the case may be, they shall become a regular employee or part-time employee of the department, whichever applies.

## ARTICLE 10 SENIORITY

### Section 10.1

The Employer shall post complete seniority lists of the employees covered by this Agreement on July 1 of each year or when employment status changes. A copy of such seniority list shall be given to the Union.

### Section 10.2

An employee shall have the following seniority:

Seniority shall be that seniority dating from the first day of present employment in the Police Department.

### Section 10.3

New regular employees shall serve a probationary period in accordance with Article 9. After the completion of the probationary period, employees shall be added to the seniority list retroactive to their date of hire.

### Section 10.4

An employee's seniority shall terminate upon any of the following conditions:

- a. Voluntary quit;

- b. Discharge for proper cause;
- c. The employee is laid off and not re-employed by the City within twelve (12) consecutive months of the day of layoff;
- d. The employee fails to report to work within seven (7) calendar days after being recalled from layoff, within the police department
- e. The employee fails to return to work within three (3) working days after the termination of an approved leave of absence;
- f. Failure to secure proper leave of absence;
- g. The employee's absence from work for three (3) or more working days without notice to the employee's supervisor regardless of cause unless the employee is physically unable to give the City any form of notice, as verified by a physician's statement.
- h. Working another job while on leave for any purpose unless written approval is received from the department head or his designee in advance.
- i. The Employer receiving medical certification that permanently restricts the employee from performing essential duties.

#### Section 10.5

In the event of layoff, the last person hired shall be the first laid off in their department.

#### Section 10.6

Upon recall, the employees would be returned to work in the reverse order of layoff provided, however, said employee(s) possessed the necessary skill and qualifications to perform the job. An employee on layoff shall receive a notice of recall which shall be by certified mail at the employee's last known address. It shall be the responsibility of the employee to notify the City of the employee's current address. Failure of the employee to pick up the certified letter of notice of recall within seven (7) days from the date of postmark of such notice shall constitute receipt of notice of recall for purposes of this paragraph. The employee must respond to the recall notice within three (3) days after receipt thereof and actually report to work within seven (7) days after receipt of notice unless otherwise mutually agreed. If the employee fails to follow the provisions of this section all rights to recall are waived.

#### Section 10.7

If an employee is selected by the Employer for a supervisory position outside the bargaining unit, such employee may be granted a six (6) month probationary period for the purpose of qualifying for such job. At the end of such six (6) month period, the employee so selected shall either return to his/her former job or forfeit all accumulated seniority rights in the bargaining unit.

Section 10.8

Seniority: In the event the Employer should merge with any other public employer who provides the same services as recognized under Article 1.1 of this Agreement, then all current employees shall be entitled to all seniority and seniority benefits as they were entitled to under this Agreement.

ARTICLE 11  
GRIEVANCE PROCEDURE

Section 11.1

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees, full-time or part-time, regarding the violation, application, or interpretation of the expressed provisions of this Agreement shall be handled in accordance with the following procedure.

Section 11.2

Informal: An employee, full-time or part-time, shall discuss a complaint or problem orally with the chief of police within five (5) working days from the date the employee knew or in the exercise of ordinary care should have known of the alleged violation.

Section 11.3

Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved full-time or part-time employee or the Union may present a grievance in writing to the Chief or his designee within ten (10) working days after the date of the informal discussion. Within five (5) working days after the delivery of the formal grievance, the Chief or his designee shall indicate in writing his decision on the grievance and deliver a copy thereof to the grievant, the steward, and the Union.

Step 2. A. If the complaint or problem is not resolved by the decision of the Chief or his designee in Step 1 of the grievance procedure, the aggrieved full-time or part-time employee or the Union may present a grievance in writing to the Mayor or his designee within five (5) working days after the date of the decision of the Chief or his designee. Within five (5) working days after the delivery of the formal grievance, the Mayor or his designee shall indicate in writing his decision on the grievance and deliver a copy thereof to the grievant, steward, and the Union.

B If the grievance is not resolved by the Mayor or his designee in Step 2(A), the aggrieved full-time or part-time employee or the Union may present a grievance in writing to the City Council within five (5) working days after the date of the decision of the Mayor or his designee. Within fifteen (15) working days after the delivery of the formal grievance, the City Council shall indicate in writing its decision on the grievance and deliver a copy thereof to the grievant, steward, and the Union.



Step 3. Any grievance not settled in Step 2(B) of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within fifteen (15) days from the receipt of the decision from Step 2(B).

#### Section 11.4

Within five (5) working days after the date of delivery of the written intent for arbitration, either party may request a panel of five (5) arbitrators from the Public Employment Relations Board or meet to select an arbitrator mutually acceptable and shall obtain a commitment from said arbitrator for service.

#### Section 11.5

Within five (5) working days after receipt of the panel of arbitrators, the City and the Union shall meet and determine by lot which party shall have the right to remove the first name from the list. Immediately thereafter, the parties shall each alternately strike names from the list until just one remains, which shall then serve as arbitrator. The parties shall immediately notify the Public Employment Relations Board of their selection.

#### Section 11.6

The arbitrator so selected shall confer with the designated representatives of the City and Union and hold hearings promptly. The arbitrator's decision shall be in writing and shall be final and binding upon both parties. The parties will pay the fees and expenses of the arbitrator equally. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement.

#### Section 11.7 Group Grievance:

If a grievance affects more than one employee of the department, or more than one division, such a grievance may be commenced at Step 1 of the grievance procedure. In such event, and in order to be considered timely filed, such a grievance must be filed by the aggrieved person(s) within ten (10) calendar days of the date on which the grievance occurred, or in the exercise of reasonable care, should have been discovered by the employee(s). Thereafter, a group grievance shall follow the procedure as set forth above.

#### Section 11.8 Time Limits:

The time limits prescribed in the grievance procedure may be extended only upon mutual written agreement of the parties. In the event the grievant does not proceed from one step of the grievance procedure to the next step of the grievance procedure within the specified time limits, the grievance shall be considered settled and dropped on the basis of the last disposition given by the City.

In the event the City or its designated representative does not deliver the required disposition called for at any step of the grievance procedure within the time limits specified herein, the grievant(s) may proceed to the next step of the grievance procedure in the same manner as if the disposition had been so delivered.

Section 11.9 Privacy at Meetings - Open Hearings:

All meetings conducted under the foregoing grievance procedure shall be held in private, and shall include only authorized representatives of the City, the aggrieved person(s) and witnesses and their representatives. Hearings before an arbitrator will, however, be open to the public.

Section 11.10 Employee Rights:

Any aggrieved person(s) may be represented at all steps of the grievance procedure by himself, or at his option by a representative of the Union. Any employee presenting a grievance shall be free to do so without fear of interference, coercion, restraint, discrimination or reprisal.

ARTICLE 12  
DISCHARGE OR SUSPENSION

Section 12.1

Any employee's employment may terminate upon any of the following conditions:

- a. Voluntary quit;
- b. Discharged for proper cause unless revised by a third party with the authority to make such decisions;
- c. The employee is laid off and not reemployed by the City within twelve (12) consecutive months of the day of layoff;
- d. The employee fails to report to work within seven (7) calendar days after being recalled from layoff;
- e. The employee fails to return to work within three (3) working days after the termination of an approved leave of absence granted per Article 19;
- f. The employee's absence from work one (1) shift without notice to the Chief or Mayor regardless of cause unless the employee is physically unable to give the City any form of notice, as verified by a physician's statement;
- g. The third written warning notice as per Section 12.2(4).

Section 12.2

Any employee not subject to immediate discharge as set forth in Article 12.1 shall be disciplined according to the following schedule:

1. First written warning to employee file and to employee.
2. A second written warning notice shall result in a three (3) day suspension without pay.
3. A third written warning notice shall constitute cause for discharge.

#### Section 12.3

At the sole discretion of the employer, an employee or a part time employee may be suspended without pay or discharged or both for "serious violations" that include but are not limited to the following:

1. Drinking or use of illegal drugs while on duty;
2. Discharge of firearm not in course of employment;
3. Being on duty while impaired or under the influence of alcohol or drugs;
4. Having unauthorized passengers;
5. Neglect of duty;
6. Inability to perform duties;
7. Refusal to take alcohol or drug test following request by Chief or Mayor;

If the employee is suspended by the Chief a written grievance may be filed with the Mayor and procedures of Section 11 will be followed. If the Mayor suspends the employee, a written grievance may be filed with the city council and procedures of Sections 11 will be followed.

Section 12.4 The Chief or the Mayor may require an employee and any part time employee to under go a breath, blood, or urine screening for presence of alcohol or illegal drugs.

Section 12.5 Written warnings shall be kept in the employee's file for a period of not more than twelve (12) months.

#### Section 12.6

A steward or the union may be promptly advised by the employee or the part time employee if an employee is placed on warning, suspended, discharged, or otherwise disciplined. If the employee so desires, a steward may be present at the time of the discharge. If any employee so requests, a steward may be present as a witness when any employee or part time employee is requested to report to a supervisor because of a possible or suspected rule violation.

#### Section 12.7

The Employer shall review with the employee any complaint received on the employee that is to be placed in his personnel file.

#### Section 12.8

Upon reasonable request during regular business hours, any employee shall be permitted access to review his personnel file in the Police Department or Personnel Department. If,

upon examination of the file, an employee objects to material in the file, he may furnish a statement to be included with the material in question. Such statement will be retained with the file as long as the subject matter of the dispute remains in the file.

## ARTICLE 13 HOURS OF WORK

### Section 13.1

The regular work period shall consist of six (6) days on and three (3) days off, 8 hours per day.

### Section 13.2 Days Off:

Days off may be changed on the same shift or another shift with the approval of the chief of police or his designee. In no case will such changes result in the payment of overtime. Days traded with another employee shall be paid back within a thirty (30) day period.

### Section 13.3 Overtime:

Employee shall be paid at the rate of time and one-half (1 1/2) their basic hourly rate for hours actually worked in excess of eight (8) hours in a day. If employees work a different schedule employees shall be paid time and one half (1 1/2) for any hours worked in excess of eight (8) in a day or forty (40) hours in any work week *for part-time officers*. Any granted paid leave hours such as sick leave, funeral leave, vacation, or holiday time coming will be counted as time worked in computing forty (40) hour work week. All overtime hour calculations shall be computed to the nearest one-tenth hours.

Except in emergency cases, overtime hours necessitated shall be posted seven (7) days in advance of the inception of overtime; e.g.: replacement for vacations, etc. Any and all overtime hours shall be offered to PT officers first, then reserves, then to FT officers at administrations discretion.

### Section 13.4 Recall:

An employee called back after his regular shift for reasons beyond his control, shall be paid a minimum of two (2) hours pay at one and one-half (1 1/2) times his basic hourly rate.

### Section 13.5 Call In Time:

An employee called to work prior to his scheduled shift shall be paid at the rate of one and one-half (1 1/2) times his basic hourly rate for the time worked outside the employee's scheduled shift. Employees who are placed on call shall be paid 1 hour of pay for every 4 hours on call.

### Section 13.6 Mandatory Meetings:

Employees shall be notified five (5) days in advance of any departmental meetings, training sessions, shoots, or educational programs that are mandatory and be paid for a

minimum of two (2) hours or the actual amount of time spent, whichever is greater, for all meetings. The Chief or Mayor may call emergency meeting appropriate for the circumstances.

#### Section 13.7 Court Appearance:

Any employee having to appear in court other than in their working hours will be given a minimum of two (2) hours overtime unless it is attached to their watch at the beginning or at the end, then it will be the actual amount of time spent. If court is cancelled less than 4 hours prior to the subpoenaed starting time, employee shall receive 2 hours pay computed at one and one-half (1 1/2) times their regular rate of pay, if applicable.

#### Section 13.8 Rest Periods:

Each employee shall be allowed the following rest periods with pay, but must always be in service and available.

15 minutes      1st half of shift

30 minutes      lunch

15 minutes      2nd half of shift

#### Section 13.9 Compensatory Time:

##### Accrual:

If mutually agreeable, an employee may be reimbursed for overtime for compensatory time off, with the actual hours off being calculated at the time and one-half the number actually worked. The employee may accumulate no more than one hundred twenty (120) hours of compensatory time at any one time. Compensatory time earned may be carried forward as long as it does not exceed the one hundred twenty one hundred twenty (120) hours.

##### Utilization:

To avoid scheduling conflicts, the employee and the department head must agree on the use of compensatory time forty-eight (48) hours prior to the date requested for utilization, unless otherwise mutually agreed.

##### Accrued Compensatory Time at Retirement/Separation of Employment:

At the time of retirement or separation, accrued compensatory time shall be utilized by giving the employee the appropriate paid time off prior to actual retirement or separation date. Any employee on paid leave while depleting his/her compensatory time prior to retirement or separation shall continue to accrue regular benefits until the actual date of retirement or separation.

ARTICLE 14  
SHIFT BID - JOB BIDDING

Section 14.1

The parties mutually recognize that the City of Hudson Police Department is divided into shifts. To insure efficient operation of the Department, the Chief shall assign shifts in a manner to provide a balance of qualified personnel on each of the respective shifts. Full-time officers may bid on shifts by seniority.

Section 14.2

All job opportunities shall be posted for a period of five (5) full working days on the bulletin board designated for such postings. An employee may make application or bid for any such job opportunity, which has been posted. Applications will be made by filling in and signing application forms submitted by the City. If there are such postings while an employee is absent at the time of the application process, the steward shall be allowed to sign for the employee in his/her absence, provided the absent employee has given prior written authorization to the steward.

ARTICLE 15  
HOLIDAYS

Section 15.1

Each regular full-time employee of the department shall have eleven (11) paid holidays per year. The following paid holidays shall be observed:

New Year's Day                      One (1) floating holiday

Martin Luther King's B-Day      Thanksgiving Day

Memorial Day                      Friday after Thanksgiving

Fourth of July                      Christmas Eve Day

Labor Day                          Christmas Day

New Years Eve

Section 15.2

In the event a holiday falls within an employee's vacation period, they shall be granted an additional day's vacation.

Section 15.3

No holiday pay shall accumulate during any period of absence due to layoff, unpaid leave of absence, or job related injury of more than sixty (60) days.

Section 15.4

For pay purposes, holidays begin as 12:00 midnight on the day the holiday falls and end twenty-four (24) hours later. However, shifts that start less than two (2) hours prior to midnight will be paid for the entire shift at the rate of pay applicable after midnight. Shifts that start more than two (2) hours prior to midnight will be paid for the entire shift at the rate of pay applicable prior to midnight.

#### Section 15.5

Employees required to work on a holiday will receive eight (8) hour pay at one and one half times the normal rate of pay, in addition to the regular rate of pay for each hour worked. Holiday pay will begin at the start of the first shift on the holiday and end at the end of the third shift in that twenty-four (24) period. An officer working a holiday may chose to take another day off paid at the normal rate of pay for eight hours in lieu of the time and one half holiday pay. If the holiday falls on a scheduled day off, the officer may choose to take another day off in lieu thereof, within 30 days.

Part-time employees shall be paid time and one-half (1 ½) the employee's straight time rate for all hours worked on said holiday.

#### Section 15.6

An employee may lock in the date(s) of vacation, use of comp time or holiday time by giving the department head 30 days written notice of the day(s) the employee wishes to be gone. The department head may cancel the time off which had been requested under this section only under emergency circumstances.

### ARTICLE 16 VACATION

#### Section 16.1

Regular full-time employees shall be entitled to vacation as follows: Accrual of vacation time will occur on a monthly basis with no usage until completion of probationary period.

Forty hours (5 days) vacation from date of hire to the completion of two (2) years;  
Accrual of 3 1/3 hours per month

Eighty hours (10 days) vacation after completion of two (2) years;  
Accrual of 6 2/3 hours per month

One hundred four hours (13 days) vacation after completion of five (5) years;  
Accrual of 8 2/3 hours per month

One hundred twenty hours (15 days) vacation after completion of ten (10) years;  
Accrual of 10 hours per month

One hundred forty-four hours (18 days) vacation after completion of fifteen (15) years;  
Accrual of 12 hours per month

One hundred sixty hours (20 days) vacation after completion of twenty (20) years.  
Accrual of 13 1/3 hours per month

Two hundred hours (25 days) vacation after completion of twenty-five (25) years.  
Accrual of 16 2/3 hours per month

#### Section 16.2

Regular full-time employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

#### Section 16.3

If a regular full-time employee has been employed for a period of more than twelve (12) months, payment for vacation days earned will be paid upon retirement or resignation in good standing. In the event of the death of an employee, payment will be made to the surviving spouse or the estate of the employee.

#### Section 16.4

The schedule for vacation dates for any calendar year will be from January 1 through December 31.

#### Section 16.5

Vacations may start at any time during the week and, upon prior approval, holiday time or comp time accumulated will be allowed to be taken with vacations.

### ARTICLE 17 CASUAL DAYS

#### Section 17.1

There shall be two (2) casual days for regular full-time employees, which may be taken annually with the following limitations:

1. A written notice of the employee's request for a casual day and the date of the casual day shall be given to the department head not less than two (2) days in advance of the date requested as a casual day.
2. All employee requests for casual days must be approved by the head of the department, or his designee.
3. In the event more than one employee requests the same time off, the employee with the greatest seniority shall be given preference.

#### Section 17.2

Casual days may be used by taking full or partial days with a minimum of four (4) hour increments. Casual days will not accumulate from year to year.



## ARTICLE 18 SICK LEAVE

### Section 18.1

Each regular full-time employee shall accrue sick leave of one (1) day per month, plus five (5) family days per year, not to be accrued. The five family sick days shall be earned at beginning of anniversary date.

### Section 18.2

The maximum accumulation of unused sick leave is ninety (90) days.

### Section 18.3

Sick leave shall not accumulate during any period of absence due to layoff, unpaid leave of absence, sick leave or job related injury of more than sixty (60) days.

### Section 18.4

Doctor and dental appointments may be used as sick leave time provided the Employer is given a two (2) day notification of the appointment, unless it is an emergency. This time is to be taken in four (4) hour minimum blocks and the Employer may require verification that the appointment was kept.

### Section 18.5

Sick leave must be used in increments of not less than two (2) hours. Any hour or portion thereof for which an employee is away from work on sick leave shall be charged to the employee as a full hour.

### Section 18.6

If an employee is unable to work due to injury or illness, including family leave, for a period of more than two (2) working days, the employee must submit a statement of reason from the employee's doctor.

### Section 18.7

Regular full-time employees who do not have sufficient accumulations of sick leave to cover absences may use accumulated paid vacation or may be eligible for unpaid leaves of absence, according to the provisions of the Articles governing these matters.

### Section 18.8

Sick leave shall be uniformly posted on a monthly basis for all employees.

### Section 18.9

Sick leave may be paid out upon qualified termination of employment wherein the employee shall be reimbursed for 15 % of unused accumulated sick leave at the employee's current straight time hourly rate.

## ARTICLE 19 LEAVE OF ABSENCE

### Section 19.1

A request for leave of absence must be submitted to the employee's department head or designee setting out the circumstances in full as to why such a leave is desired. The request will be considered on the basis of the workload existing or anticipated in the employee's department and the circumstances of the request. A leave of absence is not permitted unless first approved by the department head or his designee.

### Section 19.2

All leaves of absence shall be without pay unless otherwise specifically provided.

### Section 19.3

The maximum leave of absence shall be for twelve (12) months. During the period of absence, the employee shall not engage in gainful employment without prior permission from the department head or his designee.

### Section 19.4

While on an approved leave of absence, an employee shall be allowed to continue to accrue seniority for the first sixty (60) days of the approved leave. Seniority for a leave of absence shall not continue to accrue for any period of time exceeding sixty (60) days in any one year during which the employee is absent from service. Seniority accumulated prior to the leave shall not be affected while on an approved leave of absence.

### Section 19.5

Any leave of absence relating to this Article shall not be computed as working time for the purpose of accruing vacation allowances, sick leave, longevity pay or any other benefit. The City shall not be responsible for the payment of the premium for any benefits for an employee on an approved leave of absence. Employees who are enrolled in the group insurance programs of the Employer and who are on leave of absence must make arrangements for premium payments through the City Clerk's office, provided this is acceptable to the group insurance carrier.

## ARTICLE 20 JURY DUTY - WITNESS DUTY

### Section 20.1

If a regular full-time employee is called for jury duty, the City will pay the difference in jury duty pay and a regular eight (8) hour days earnings. A certificate from the Clerk of Court showing dates of service and earnings while on the jury must be submitted to the department head upon returning to work. If released from jury duty prior to the completion of one-half of the employee's regular shift, the employee must return to work.

#### Section 20.2

Any regular full-time employee subpoenaed to appear before a court or other public body for any civil or criminal matter in which they are not personally involved (as a plaintiff or defendant) will receive full pay, less any witness fee, for any time lost.

### ARTICLE 21 FUNERAL LEAVE

#### Section 21.1

Five (5) days funeral leave with pay will be granted a regular full-time employee for the death of a member of the employee's immediate family. Immediate family is defined as spouse, parent, stepparent, child, stepchild, sister, brother, grandchild, grandparents, and comparable in-laws of present spouse.

#### Section 21.2

In the event of a death of other members of the regular full-time employee's family, the employee may, with the approval of the department head, be granted time off not to exceed one (1) day with pay, which must be spent in attendance at the funeral. For purposes of this paragraph, other members of the employee's family shall constitute, stepsister, stepbrother, aunts and uncles and cousins.

#### Section 21.3

A regular employee will be allowed time off with pay to be a pallbearer or to attend the funeral of a fellow worker, who was currently employed by the City, provided, however, that the supervisor or department head grants permission.

#### Section 21.4

In order to qualify for compensable funeral leave time, the days must fall within the employee's regularly scheduled work week and be used to make arrangements for or attend the funeral. Pay for funeral leave shall be at the employee's regular rate of pay and for the number of hours the employee would regularly have been scheduled to work on that day.

### ARTICLE 22 UNIFORMS

#### Section 22.1

Each officer shall be issued items as specified in Appendix A (attached and part of this Agreement). After an employee completes one year of employment, the City will provide up to \$500 per year to each officer for reimbursement for replacement clothing and equipment (normal wear and tear). Employees may use uniform allowance for dry cleaning of uniforms. Upon termination of employment, equipment furnished by the City shall be returned to the City.

Each employee shall properly care for all clothing and equipment. Any damage to the clothing or equipment as a result of the employee's neglect shall be repaired or replaced at the employee's expense. Upon termination of employment, equipment furnished by the City shall be returned to the City.

## ARTICLE 23 PAY DAY

### Section 23.1

Payday shall be every other Wednesday. In the event this day is a holiday, the preceding day shall be payday.

### Section 23.2

Compensation shall not be paid more than once for the same hours under any provision of the Article or Agreement.

## ARTICLE 24 INSURANCE

### Section 24.1

Each regular full-time employee shall be provided at City expense a health and major medical insurance policy, at least equivalent to the coverage provided during 2004. If an employee elects dependant coverage the city will pay 50% of dependant coverage premium. The city will continue to partial self-fund qualified deductibles for the employees taking single or dependant coverage.

### Section 24.2

The City will maintain \$20,000.00 of term life insurance for all regular full-time employees.

### Section 24.3

The City will maintain a dental plan of its choosing for regular full-time employees

### Section 24.4

The city shall purchase a short-term disability program for all full time employees. The city shall pay the cost of this insurance. The benefits provided under this program will be as follows:

Weekly Benefit-66 2/3% of basic weekly wage, not to exceed a maximum of \$400.00

Benefits payable 1<sup>st</sup> day of accident, and 8<sup>th</sup> day of sickness or pregnancy

Benefit period of 26 weeks

No additional leave time benefits will be accumulated while an employee is receiving disability insurance benefits.

Section 24.5

For all insurance coverage's the employer reserves the right to select carriers as long as there is no change in coverage levels.

ARTICLE 25  
WAGE SCHEDULES

Section 25.1

Rates of pay for all job classifications are as listed on the Wage Schedule which is marked Exhibit A, attached to this Agreement and by this reference incorporated herein as though fully set forth.

ARTICLE 26  
SEPARABILITY AND SAVINGS

Section 26.1

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, that provision shall be deleted and the Employer and the Union agree to meet within thirty (30) days following such holding or determination for the purpose of negotiating a substitute clause to replace the provisions found to be invalid. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 27  
TERM OF AGREEMENT

Section 27.1

This Agreement shall be in full force and effect from July 1, 2006 to and including June 30, 2009, and shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify is served by either party by September 15th of the year preceding the year of expiration.

Signed this 28<sup>th</sup> day of June, 2006.

CHAUFFEURS, TEAMSTERS AND HELPERS  
LOCAL NO. 238, affiliated with the  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

by

Gary Dunham  
Gary Dunham, Secretary-Treasurer

by

James Tuecke  
James Tuecke, Business Representative

CITY OF Hudson, Iowa

by

Jeffrey R. Palmer  
Jeffrey R. Palmer, Mayor

# EXHIBIT A

## Wage Progression:

Effective	Certified Start	After 1 year	After 2 years	After 4 years
July 1, 2006	13.58	14.08	14.83	15.68
July 1, 2007	14.13	14.63	15.38	16.23
July 1, 2008	14.70	15.20	15.95	16.80

Non-certified	Start	1 year
July 1, 2006	11.98	12.98
July 1, 2007	12.43	13.43
July 1, 2008	12.90	13.90

## SERGEANT:

July 1, 2006	16.72
July 1, 2007	17.28
July 1, 2008	17.88

## Part-time union employee:

	Non-certified	Certified
July 1, 2006	11.96	12.46
July 1, 2006	12.39	12.89
July 1, 2006	12.84	13.34

# APPENDIX A ITEMS OF CLOTHING AND EQUIPMENT

Winter hat	1 each	
Shirt (long sleeve)	2 each	
Shirt (short sleeve)	2 each	
Trousers	2 each	
Ties	2 each	
Uniform mock turtleneck	2 each	
Gloves	1 pair	
Winter coat	1 each	
Rain gear (Coat)	1 each	
Light spring coat (windbreaker)	1 each	
Boots or shoes	1 pair	
Duty Belts (Inner and Outer)	1 each	
Holster	1 each	
Duty weapon	1	Supply own
Loading magazines	3	Supply own
Cap Stun with case (or other chemical agent)	1	
Impact weapon with case	1	
Name Plate with serving since bar	1	
Handcuffs with carry case	1	
Uniform brass, patches and identification	as required	
Silent key holder	1	
Badges	1	
Glove case (latex gloves)	1	
Pat down gloves	1 pair	Supply own
Duty radio, radio charger and lapel radio mic	1	
Duty radio holder	1	
Ticket holder case	in car	
Form holder case	in car	
Camera with case	in car	



Body armor

1

CITY OF HUDSON POLICE DEPARTMENT  
July 1, 2005 - June 30, 2006

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